

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(f) Calculation of Quarterly DS3 CLS Flat Rate Credit

Customer will receive the applicable discounted flat rate pricing set forth in this Option 34 for all Billed DS3 CLS Units during each Quarter of each Plan Year of the Service Period. The Billed DS3 CLS Units shall be billed on a monthly basis at the applicable tariff rates, and the Telephone Company shall provide the Quarterly DS3 CLS Flat Rate Credit, equal to the difference between the tariff rates and the pricing set forth herein.

(i) Example of Calculation of Quarterly DS3 CLS Billing Credit:

Assume the following information for Quarter 1 of Plan Year 3:

	Quarter 1 of Plan Year 3
DS3 CLS ARPU	\$3,449.09
Billed DS3 CLS Units	400; 500; and 600
Total Billed Qualifying DS3 CLS Service Revenue	\$4,350,000

Based on the above assumptions:

Step 1: The Plan Year 3 flat rate for DS3 CLS Units is \$1,828.71 ($\$3,449.09 \times 53.02\%$).

Step 2: The total Billed DS3 CLS Units for the Quarter are 1,500 (400 + 500 + 600).

Step 3: The Quarterly DS3 CLS Flat Rate Credit due under Option 65 equals \$1,606,935 ($\$4,350,000 - (1,500 \times \$1,828.71)$).

(g) Application of Billing Credits to CABS Bill

The Telephone Company shall provide the net Billing Credit for each Quarter on Customer's CABS billing by no later than sixty (60) days following the end of the applicable Quarter.

(i) Continuing the Examples Preceding in Calculating the net Billing Credit for Quarter 1 of Plan Year 3:

Based upon a Quarterly DS1 Flat Rate Credit of \$3,978,700, a Quarterly DS3 CLF Flat Rate Credit of (\$352,560), and a Quarterly DS3 CLS Flat Rate Credit of \$1,606,935, in each case for Quarter 1 of Plan Year 3, the net Billing Credit for Quarter 1 of Plan Year 3 equals \$5,233,075 ($\$3,978,700 - \$352,560 + \$1,606,935$).

(N)

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(h) Annual True Up

After the end of each Plan Year, the Telephone Company will perform a true-up to determine whether Customer qualified for any Billing Credits Customer received for that just-completed Plan Year based on Customer's overall annual performance under Option 34. If Customer's Billed Qualifying Service Revenues for the Plan Year just completed are less than the TDM Annual Revenue Commitment, then the Telephone Company will issue to Customer's applicable account(s) a debit equal to (i) the TDM Annual Revenue Commitment minus (ii) the aggregate Billed Qualifying Service Revenues for the just-completed Plan Year.

(H) Disputes

Notwithstanding any other provisions of this Option 34, the Telephone Company's calculation of the Billing Credits shall be subject to the following additional requirements (as well as other terms of this Option 34):

- (1) The Telephone Company shall not include in the calculation of the Billing Credits any amounts which are unpaid and/or disputed by Customer as of the thirtieth (30th) day following the end of each Quarter. For example, assume that Customer had MRCs that were billed in Quarter 1 of \$3,000,000. Assume further that Customer disputed and did not pay \$450,000 of such billed MRCs. Hence, in calculating the Billing Credit (as set forth in (G) preceding), the MRCs would be calculated as \$2,550,000 (\$3,000,000 - \$450,000).
- (2) For the purpose of calculating the Billing Credits, the Telephone Company shall not include in MRCs any credits or debits for Services provided during any prior periods (regardless of whether such credits or debits were the result of a valid dispute by Customer or were the result of a billing error by the Telephone Company) or any prior Quarter other than the then current Quarter for which the Billing Credits are being calculated. For avoidance of doubt and as an illustrative example, assume that Customer had MRCs for DS1 Services which were billed in Quarter 1 of \$4,000,000. Assume further that Customer disputed and did not pay \$300,000 of such billed MRCs. Hence, in calculating the Quarterly DS1 Flat Rate Credit, the MRCs would be calculated as \$3,700,000 (\$4,000,000 - \$300,000). Assume further that in Quarter 2, the Telephone Company and Customer agree that such billing was partially in error and that Customer should have received a credit of \$200,000 for DS1 Services. Then, in Quarter 2, the Telephone Company shall not include such credit adjustment of \$200,000 nor the subsequent debit of \$100,000 for purposes of calculating Customer's Quarterly DS1 Flat Rate Credit in Quarter 2.

(N)

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(H) Disputes (Cont'd)

- (3) To the extent that Customer has any disputes, then Customer must submit such disputes to the Telephone Company no later than the thirtieth (30th) day following the end of each Quarter. Each dispute must be submitted on a claim description form as provided by the Telephone Company and must clearly state next to the circuit ID and amount under dispute the following: "Dispute Associated with 2014 Contract Tariff".
- (4) If the Telephone Company bills amounts after the determination of the Billing Credits that would have otherwise been included in the determination of the Billing Credits, there in no event will be any adjustment to the Billing Credits.
- (5) Any amounts or Services that are included in calculation of the Billing Credits will not be subject to any claims or disputes by Customer at any time in the future.
- (6) The Billing Credits as determined by the Telephone Company are not subject to dispute; provided, however, that the foregoing prohibition against disputes shall not be deemed (i) to preclude any debit issued pursuant to an annual true-up under (G)(1)(h) preceding, or (ii) to apply in a situation where the Telephone Company applies a Billing Credit that does not match the mutually agreed upon credit amount. For the avoidance of any doubt, the Telephone Company will not issue any Billing Credits until the applicable credit amount is agreed to by Customer.
- (7) The amount of the Billing Credits shall in no event be subject to any late payment, interest or penalty as set forth in Section 2.

(I) Access Planning Tools

Customer agrees to use commercially reasonable efforts to implement into its network access planning tools the flat rates for Service circuits provided under this Option 34. If such flat rates for such Services are not available to Customer, then Customer may remove such discounted pricing from its network access planning tools.

(N)

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(J) Mergers and Acquisitions

In the event that after the effective date of Option 34, the Customer merges with another company, acquires a company or a portion of the business of another company which may be referred to collectively as the **Customer Acquired Properties** and such merger or acquisition may be referred to in either case as an **Acquisition**, and the Telephone Company provides any Qualifying Services in connection with such Customer Acquired Properties, then Customer shall notify the Telephone Company prior to the closing of the Acquisition (the **Acquisition Closing Date**) and the Parties shall determine whether such Customer Acquired Properties shall be included in or excluded from Option 34 in accordance with (J)(1)-(6) following.

- (1) For an Acquisition where the Acquired Customer DS1 Unit Percentage (as defined in (J)(3) following) is no more than two percent (2%), the Parties shall automatically include the Customer Acquired Properties in this Option 34 in accordance with (J)(5) following.
- (2) For an Acquisition where the Acquired Customer DS1 Unit Percentage is greater than two percent (2%), the Parties may, but shall have no obligation to, include the Customer Acquired Properties in this Option 34 in accordance with (J)(5)(a) following.

(3) Determination of Acquired Customer DS1 Unit Percentage

Upon the Telephone Company's receipt of the Acquisition notice, the Telephone Company and the Customer will work cooperatively to determine whether the number of DS1 Units generated by the Customer Acquired Properties is less than or greater than two percent (2%) of the Existing Customer DS1 Unit Quantity (as defined in Step 1 following) using the steps shown following:

- Step 1: Determine the total volume of Billed DS1 Units that Customer purchased from the Telephone Company during the three (3) full calendar months prior to the Acquisition Closing Date. Divide such total by three (3) to arrive at an average monthly volume (such average monthly volume is the **Existing Customer DS1 Unit Quantity**).
- Step 2: Determine the total volume of DS1 Units (purchased from the Telephone Company) that the Customer Acquired Properties generated during the three (3) full calendar months prior to the Acquisition Closing Date. Divide such total by three (3) to arrive at an average monthly volume (such average monthly volume is the **Existing Acquired DS1 Unit Quantity**).
- Step 3: Divide the Existing Acquired DS1 Unit Quantity determined in Step 2 preceding by the Existing Customer DS1 Unit Quantity determined in Step 1 preceding. The resulting percentage is the **Acquired Customer DS1 Unit Percentage**.

(N)

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)(J) Mergers and Acquisitions of Customer (Cont'd)(4) Inclusion or Exclusion of Customer Acquired Properties

- (a) If the Acquired Customer DS1 Unit Percentage is determined to be less than or equal to two percent (2%), then the Telephone Company shall make a pro-rata increase to Customer's TDM Annual Revenue Commitment and such increase, and application of the applicable Flat Rates, will be effective as of the later of (a) the Acquisition Closing Date if such Date occurs on the first (1st) day of a calendar month (or the first day of the calendar month following the Acquisition Closing Date if such Date occurs on a day other than the first (1st) day of a calendar month) and (b) the date specified by the Telephone Company, which shall be no later than the first (1st) day of the third (3rd) calendar month after the Acquisition Closing Date. The Telephone Company shall calculate such increase in the TDM Annual Revenue Commitment using the steps set forth in Section (J)(5) following.
- (b) If the Acquired Customer DS1 Unit Percentage is greater than two percent (2%), Customer may notify the Telephone Company in writing if, in its sole discretion, it seeks to include the Customer Acquired Properties in this Option 34. The Telephone Company may, in its sole discretion, agree in writing to such inclusion based upon a number of interrelated factors, including by way of example (a) the amount by which the Acquired Customer DS1 Unit Percentage exceeds two percent (2%); (b) the amount of additional Billing Credits that would result from such inclusion; and (c) the impact on the TDM Annual Revenue Commitment. If the Telephone Company agrees in writing to such inclusion, then the Telephone Company shall increase Customer's applicable TDM Annual Revenue Commitment and such increase will be effective as of a mutually-agreed date no earlier than the first (1st) day of the first full month after the Acquisition Closing Date. Effective as of the Acquisition Closing Date, the Telephone Company will also apply the applicable Flat Rates. The Telephone Company shall calculate such increase in the TDM Annual Revenue Commitment using the steps set forth in Section (J)(5) following.
- (c) The effective date upon which the Telephone Company is to adjust the TDM Annual Revenue Commitment and implement the Flat Rates for an Acquisition where the Acquired Customer DS1 Unit Percentage is less than or equal to two percent (2%) as described in (J)(4)(a) preceding, or for an Acquisition where the Acquired Customer DS1 Unit Percentage is greater than two percent (2%) as described in Section (J)(4)(b) preceding, and the Parties have agreed in writing to include the Customer Acquired Properties in this Option 34, shall be referred to herein as the **Property Adjustment Date**.

(N)

(N)

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(J) Mergers and Acquisitions of Customer (Cont'd)(4) Inclusion or Exclusion of Customer Acquired Properties (Cont'd)

- (d) In the absence of the Parties' mutual written agreement to include the Customer Acquired Properties with an Acquired Customer DS1 Unit Percentage that is greater than two percent (2%) in this Option 34 as described in Section (J)(4)(b) preceding, the following shall apply:
- (i) The TDM Annual Revenue Commitment shall remain unchanged.
 - (ii) The Flat Rates shall not apply to any Qualifying Service purchases attributable to the Customer Acquired Properties. The Customer Acquired Properties shall not otherwise receive the Flat Rates and shall not gain any other benefit of this Option 34.
 - (iii) Customer may not combine or include any Qualifying Services (or revenues associated therewith) from the Customer's Acquired Properties for the purposes of this Option 34.
 - (iv) Customer's Billed Qualifying Service Units and Billed Qualifying Service Revenue shall be determined using Customer's business with Verizon using the Customer ACNAs provided under (C)(3) preceding, without adding the services and/or ACNAs attributable to expansion of Customer's purchase of services from the Telephone Company through the Acquisition.
 - (v) Without limiting any other right of the Telephone Company to terminate Option 34,, if the Telephone Company determines that Customer has failed to comply with any of the provisions of this Section (J)(4)(d), the Telephone Company, pursuant to mutually agreed dispute resolution provisions, may pursue all remedies available to it at law, in equity, or otherwise, including, but not limited to, termination of this Option 34.

(N)

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(J) Mergers and Acquisitions of Customer (Cont'd)

(5) Contract Tariff TDM Annual Revenue Commitment Adjustment

In the event the Customer Acquired Properties are included in this Option 34 pursuant to (J)(4) preceding, the Telephone Company shall adjust the TDM Annual Revenue Commitment set forth in Section (B)(28) preceding as follows.

(a) For the Plan Year in which the Property Adjustment Date is to occur:

Step 1A: Determine the Billed Qualifying Service Revenues generated by the Customer Acquired Properties during the three (3) full calendar months prior to the Acquisition Closing Date.

Step 2A: Divide the amount determined in Step 1A by three (3) to arrive at an average monthly revenue.

Step 3A: Multiply the amount determined in Step 2A by the number of full months remaining in the Plan Year in which the Property Adjustment Date is to occur.

Step 4A: Add the amount resulting from Step 3A to the TDM Annual Revenue Commitment for the subject Plan Year to arrive at an adjusted TDM Annual Revenue Commitment for that Plan Year.

(b) For subsequent Plan Years:

Step 1B: Multiply the quarterly volume determined in Step 1A by four (4) to arrive at an annualized amount.

Step 2B: Add the amount resulting from Step 1B to the TDM Annual Revenue Commitment. The result of such addition is the adjusted TDM Annual Revenue Commitment for all Plan Years after the Plan Year in which the Property Adjustment Date occurred.

The Parties shall work cooperatively and in good faith with each other to take such action as may be necessary to achieve the intent of this Section (J), and neither Party shall unreasonably withhold from the other Party any data that is necessary or reasonably required to achieve such intent.

(N)

(N)

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(K) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Services are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the TDM Annual Revenue Commitment.

Illustrative Example:

Assume the following information for the third quarter of Plan Year 2:

- (1) The TDM Annual Revenue Commitment is \$125,000,000.
- (2) The Telephone Company sells Verizon New York to a third party at the end of month 8 of Plan Year 2.
- (3) During the three month period prior to the sale, Verizon New York accounted for \$6,000,000 in Billed Qualifying Service Revenue.

Based on the above assumptions:

- (1) The average monthly Billed Qualifying Service Revenue for Verizon New York is \$2,000,000 (\$6,000,000 / 3).
- (2) There are four (4) months remaining in Plan Year 2 (12 months – 8 months).
- (3) The Plan Year 2 TDM Annual Revenue Commitment would be reduced by \$8,000,000 (\$2,000,000 * 4).
- (4) The TDM Annual Revenue Commitment for the remaining Plan Year will be reduced by the \$24,000,000 annualized Billed Qualifying Service Revenue in Verizon New York (\$2,000,000 * 12) resulting in a revised TDM Annual Revenue Commitment of \$101,000,000 (\$125,000,000 - \$24,000,000).

(N)

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(L) Termination of Plan

The customer may terminate its subscription to this Option 34 at any time during the Service Period. The customer must provide written notice of termination at least ninety (90) calendar days prior to the requested date of termination. Termination of the customer's subscription to this Option 34 shall be an automatic termination of the customer's subscription to Option 65 of FCC 1 and Option 65 of FCC 11.

If the Customer terminates or cancels its subscription to this Option 34 at any time during the Service Period for any reason, or if the customer fails to comply with the terms or conditions set forth herein, then the Customer shall pay to the Telephone Company by no later than thirty (30) calendar days after such date of termination or non-compliance an amount equal to the following percentage of all Billing Credits paid under this Option 34, Option 65 of FCC 1, and Option 65 of FCC 11 through the date of termination.

<u>Month of Termination/ Non-Compliance</u>	<u>Termination Percentage</u>
1-12	100%
13-24	60%
25-36	40%

Additionally, the Customer will not receive any Billing Credits after receipt of notice of termination.

(M) Suspension of True-Ups During Service Period

During the Service Period of Option 34, the Parties agree to suspend the true-up requirements for the Services provided under this tariff, FCC 1 and FCC 11, including any shortfall payments or penalties that would otherwise result for failure to maintain volume commitments under the Commitment Discount Plan (FCC 1 and FCC 11, Section 25.1.7), and the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)-(I)). Upon termination of Option 34 for any reason, the true-up process will be re-activated for the underlying Existing Plans.

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

EXHIBIT 20

Verizon Tariff F.C.C. No. 1, Section 2,
General Regulations

ACCESS SERVICE

2. General Regulations

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer which acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) The regulations for the installation and restoration of Telecommunications Service Priority (TSP) System Services shall be subject to Part 64.401, Appendix A, of the Federal Communications Commissions Rules and Section 10, following.

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2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)

- (C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

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(D)

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(D)

2.1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company shall not be liable for any act or omission concerning the implementation of Presubscription as set forth in 4.2 following unless it is due to the negligence of the Telephone Company.
- (D) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (E) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

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1300 I Street, NW, Washington, DC 20005

(T)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(E) (Cont'd)

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

(F) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
- (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff.

(G) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (H) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- (I) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for Service Interruptions as set forth in Section 2.7.1.1 and When a Credit Allowance Does Not Apply as set forth in Section 2.7.4(B) following. (T)
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(T)

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1300 I Street, NW, Washington, DC 20005

(T)
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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's Telephone Exchange Services, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The Access Services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location of mutual agreement inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination is the sole responsibility of the customer. The Point of Termination is an inherent part of Switched and Special Access Services, therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved as set forth in 6.8.7 and 7.4.5 following for Switched and Special Access Services, respectively.

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(o), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Changes and Substitutions (Cont'd)

metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. and 7. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 Refusal and Discontinuance of Service

- (A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service, including the provision of Physically or Virtually Collocated Interconnection, and/or refuse to complete any pending orders for service, including the provision of Physically or Virtually Collocated Interconnection, by the noncomplying customer at any time thereafter.

(C)
(C)

(D)
(D)

Certain material formerly appearing on this page currently appears on Page No. 2-9.1.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(D)

(D)

(B) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services, including the provision of Physically or Virtually Collocated Interconnection, to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due.

(M)

(M)

(C)

(C)

(M)

(M)

(C)

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-9.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(C) In addition to and not in limitation of the provisions of 2.1.8(A) and 2.1.8(B) preceding, unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.4.1(B) (3) or with 2.4.1(A) following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may take the actions specified in 2.1.8(A) and 2.1.8(B) with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice, such notice period to start the day after the notice is sent by Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either (C)
(C)

(1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or

(2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to 2.1.8(A) or 2.1.8(B). The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer. Action will not be taken as specified in 2.1.8(A) or 2.1.8(B) with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) day notice period, as applicable. (C)
(C)

(D) If the Telephone Company provided notice pursuant to 2.1.8(A), (B), or (C) above, does not refuse additional applications for service, or discontinue the provision of the services on the date specified, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service or to discontinue the provision of the services, including the provision of Physically or Virtually Collocated Interconnection, to the noncomplying customer without further notice.

(E) If notice is given by Overnight Delivery under this section, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.

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Effective: May 24, 2003

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (F) The provisions of 2.1.8(A), (B), and (C) above shall not apply to charges that a customer does not pay based on submission of a good faith dispute pursuant to 2.4.1(B)(3)(c)(1) following. (N)
- (G) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance. (M)

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-9.

(Issued under Transmittal No. 296)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)

(x)

2.1.9 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.11 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer six months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

(x)

(x) Reinstating material previously found on Original Page 2-10 that was inadvertently omitted from 1st Revised Page 2-10 under Transmittal No. 1037. Material previously found on 1st Revised Page 2-10 appears on 6th Revised Page 2-55.9.

(Issued under Transmittal No. 1118)

Issued: November 15, 2010

Effective: November 30, 2010

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2 Use

2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R., Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowances as set forth in Section 2.7 following are not applicable. (T)
(T)

2.2.2 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

2. General Regulations (Cont'd)2.2 Use (Cont'd)2.2.3 Commingling

Except as provided in Section 51.318 of the Federal Communications Commission's rules, telecommunications carriers who obtain unbundled network elements or combinations of unbundled network elements pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Telephone Company, may connect, combine, or otherwise attach such unbundled network elements or combinations of unbundled network elements to access services purchased under this tariff except to the extent such agreement (1) expressly prohibits such commingling; or (2) does not address commingling and the requesting carrier has not negotiated an interconnection agreement (or amendment) expressly permitting such commingling. The rates, terms, and conditions of this tariff will apply to the access services that are commingled. Unbundled network elements or combinations of unbundled network elements that are commingled with access services do not constitute a shared use arrangement as set forth in this tariff, and are therefore not eligible for adjustment of charges under such provisions.

(N)

(N)

(Issued under Transmittal No. 367)

Issued: October 2, 2003

Effective: October 17, 2003

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

(x)

(x)

(x) Material withdrawn under authority of Special Permission No. 03-014 of the Federal Communications Commission.

(This page filed under Transmittal No. 288)

Issued: January 30, 2003

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Equipment Space and Power (Cont'd)

(x)

(x)

2.3.4 Availability for Testing

The services provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

(x) Material withdrawn under authority of Special Permission No. 03-014 of the Federal Communications Commission.

(This page filed under Transmittal No. 288)

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Effective: February 1, 2003

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using service provided under this tariff.

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

Certain material formerly appearing on this page now appears on Page No. 2-15.2.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(D) (x)

(D) (x)

(b) When the customer initially orders Switched	(T) (x)
Access Service(s) the customer will state in	(M)
its order (Access Service Request) a PIU	(T)
factor. This factor will be used by the	(M)
Telephone Company as the customer-provided PIU	(M)
factor until the customer provides an updated	(T)
PIU factor as required in (C) (1)	(T) (x)

Certain material previously found on this page can now be found on 3rd Revised Page 2-15.1.

(x) Certain material on this page formerly appeared on 3rd Revised Pages 2-16 and 2-16.1.

(Issued under Transmittal No. 815)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)
2.3 Obligations of the Customer (Cont'd)
2.3.10 Jurisdictional Report Requirements (Cont'd)
(A) Jurisdictional Reports (Cont'd)
(1) Percent Interstate Usage (PIU) (Cont'd)
(b) (Cont'd)

following. The customer has the option to provide the Telephone Company with both an originating and a terminating PIU factor based upon either the Billing Account Number or the state from which the customer may originate and/or terminate traffic. Separate PIU factors will be applied for each service listed below.

- Lineside BSA (Notes 1,2,3)
- Feature Group A (Notes 1,2,3)
- Feature Group A FX/ONAL (Notes 2,3)
- Trunkside BSA-950 Option (Notes 1,2,3)
- Trunkside BSA-101XXXX Option (Notes 2,3) (D)
- Feature Group B (Notes 2,3) (Z)
- Feature Group D (Notes 2,3) (D)
- 500 Access Services (Note 3)
- 700 Access Services (Note 3)
- Toll Free Services (Notes 2,3, 5)
- 900 Access Services (Note 3)
- Directory Assistance Service (Note 4)

Note 1: Services that do not have recording capability will be designated as interstate services.

Note 2: The PIU factors will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, Tandem Switched Transport, Host/Remote Transport, Access Tandem Switching, Shared End Office Trunk Port service and Transport Multiplexing, where applicable.

Note 3: The PIU factor for Switched Access services must be provided by the customer of record for Tandem Switching when used in conjunction with Collocated Interconnection Services, as described in Section 19.

Note 4: The customer shall provide a PIU factor for each Directory access service group ordered.

Note 5: "Toll Free" service includes any access service that utilizes the following NPAs: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

When the customer provides PIU factors, the Company will subtract the developed PIU factor from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer may only provide a PIU factor that is a whole number (a number from 0 to 100).

For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate Lineside BSA, Trunkside BSA-950 Option, Feature Group A and/or Feature Group B Switched Access Service(s) information reported as set forth above will be used to determine the charges. For all groups, the number of access minutes for a group will be multiplied by the PIU factor to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes. (D)

If a state level PIU factor is provided by the customer, the percentage will be applied to all accounts from which the customer may originate traffic within the state.

(Issued under Transmittal No. 1156)

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Effective: August 25, 2011

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(2) Switched Access Service Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports

The Telephone Company will develop a PIU factor to apply to Switched Access Service Entrance Facilities, Direct Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports when sufficient call detail exists. The Telephone Company will apply the PIU factor provided by the customer as set forth in 2.3.10(A)(1)(b) only when the Telephone Company does not have sufficient data to develop a PIU factor. (N)

Customers may provide PIU factors and jurisdictional reports, at Billing Account Number or state level, for Switched Access Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports ordered pursuant to this tariff, reflecting all Switched Access services using these facilities as set forth in (a) and (b) following. (C)
(C)
(T)

(a) Entrance Facilities and Direct Trunked Transport Facilities

(1) The customer may provide a separate PIU factor that will apply to both the Entrance Facilities and the Direct Trunked portion of the facility account. These PIU factors should account for the originating and terminating traffic of all services using these facilities. (T)

(2) Reserved for future use (C)
(D)

(3) If a customer is providing or sharing a facility with other carriers, the PIU for the Entrance Facilities and Direct Trunked Transport portion of the facility account may be developed using multiple PIU factors. In this situation, the calculation to determine the facility PIU factor must be provided with the quarterly jurisdictional report. (T)
(T)

(Issued under Transmittal No. 815)

Issued: May 31, 2007

Effective: June 15, 2007

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(2) Switched Access Service Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports (Cont'd)

(b) Dedicated End Office and Access Tandem Trunk Ports

In addition to the report requirements set forth in (A)(1) and (A)(2)(a) preceding and (C)(1) following, the customer may provide a PIU factor in a whole number for Dedicated End Office or Access Tandem Trunk Ports, using a single PIU factor per state or Billing Account Number. For the initial establishment of Switched Access Service, the Telephone Company will utilize the customer-provided PIU factor reported on the customer's Access Service Request as the PIU factor for Dedicated End Office and Access Tandem Trunk Ports. These PIU factors will be used in determining the monthly rates to be applied for the Dedicated Trunk Ports as set forth in Section 2.3.11(A) following.

(Issued under Transmittal No. 815)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(B) Maintenance of Customer Records

The customer shall retain for a minimum of six months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (A) preceding for Switched Access Service. Such records shall consist of (1) and (2) following, if applicable:

- (1) All call detail records such as work papers and/or backup documentation including paper or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and; (D)
- (2) If the customer has a mechanized system in place that calculated the PIU factor, then a description of that system and the methodology used to calculate the PIU factor must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

(Issued under Transmittal No. 1258)

Issued: January 3, 2014

Effective: January 18, 2014

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(C) Report Updates

Customer-provided PIU factors that are updated as set forth following will be applied only in the event that the Telephone Company does not have sufficient call detail to permit it to determine jurisdiction. (N)
|
|
(N)

- (1) Effective on the first of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Except where the Telephone Company has sufficient call detail to permit it to determine jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report. If the customer does not supply the reports for those services where reports are needed, the Telephone Company will assume the customer-provided percentages to be the same as those provided previously. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the customer-provided percentages to be the same as those provided in the order for service as set forth in (A) (1) (b) preceding. (T)
(T)
(T)
(T)

(Issued under Transmittal No. 815)

Issued: May 31, 2007

Effective: June 15, 2007

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(D) Mixed Use Special Access Services

(N)

A Mixed Use Special Access Service is a Special Access Service (line) which carries both intrastate and interstate traffic.

- (1) When the customer orders a Mixed Use Special Access Service (line) which is entirely or partially physically intrastate, the customer must certify to the Telephone Company whether the physically intrastate portion of the service (line) is considered to be jurisdictionally intrastate or jurisdictionally interstate as follows:

- (a) If the customer estimates that the interstate Special Access traffic on the service (line) involved constitutes ten percent or less of the total traffic on the service (line), the service (line) is considered to be jurisdictionally intrastate and will be provided in accordance with the applicable rates and regulations of the appropriate intrastate tariff.

- (b) If the customer estimates that the interstate Special Access traffic on the service (line) involved constitutes more than ten percent of the total traffic on the service (line), the service (line) is considered to be jurisdictionally interstate and will be provided in accordance with the applicable rates and regulations in this tariff.

- (2) The customer may, at any time, update the jurisdictional report. The customer shall forward to the Telephone Company a revised report showing any change in jurisdiction. The revised report will serve as the basis for future billing and will be effective on the next business day following the receipt of the revised report. No back billing will be done based on the report.

- (3) Existing customers of Special Access Services (lines) as of the implementation date of the Decision and Order in CC Docket Nos. 78-72 and 80-286, adopted June 29, 1989 and released July 20, 1989, i.e., May 15, 1990, are required to certify the jurisdiction of their services (lines).

(N)

Certain material formerly appearing on this page currently appears on Page No. 2-18.

(Issued under Transmittal No. 269)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(E) Jurisdictional Reports Verification

(S)

If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Telephone Company will ask the customer to provide the data the customer uses to determine the projected PIU factor. The customer shall supply the data within 30 days of the Telephone Company request.

(S)

The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. No more than one audit can be conducted or requested by the Telephone Company per year, except in extreme circumstances. This inspection will be conducted, by an independent auditing firm if the Telephone Company and the customer, or the customer alone, is willing to pay the expense.

(S)

(x)

(x)

(S) Reissued material originally filed under Transmittal No. 269 and scheduled to become effective December 25, 2002.

(x) Withdrawn under authority of Special Permission No. 02-154 of the Federal Communications Commission.

(Issued under Transmittal No. 276)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(F) Special Access Jurisdictional Verification

(T)

If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Telephone Company will ask the customer to provide the data the customer uses to determine the certified interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request.

The customer shall keep records of system design and functions from which the percentage was determined, and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

Certain material formerly appearing on this page currently appears on Page No. 2-22.1.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(x)

(x)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(x)

(x)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.10(A) preceding will serve as the basis for prorating the charges unless the Telephone Company is billing according to actuals by jurisdiction. The percentage of an Access Service to be charged as interstate is applied in the following manner:

- (A) For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured use) times the stated tariff rate. (D)

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.10 preceding, unless the Telephone Company is billing according to actuals by jurisdiction.

2.3.12 Determination of Jurisdiction of Mixed Use Special Access Service

When new mixed interstate and intrastate Special Access Service is provided, the customer will provide with the access order to the company an estimate of whether the interstate traffic will comprise more than 10%, or less than 10% of total traffic. For existing services, the customer is required to certify the jurisdiction of their service.

- If the customer's estimate of the interstate traffic on the service involved constitutes 10% or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Jurisdiction of Mixed Use Special Access Service (Cont'd)

- If the customer's estimate of the interstate traffic on the service involved constitutes more than 10% of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

Customers who are currently being provided service under the interstate special access Voice Grade Rate Stability Plan, as stipulated in 7.4.12 following, or the DS3 Rate Stability Plan as stipulated in 7.4.13 following, wishing to convert these services to an intrastate jurisdiction, may do so without penalty for a period of ninety (90) days from the effective date of this tariff.

However, customers under the Voice Grade Rate Stability Plan will still be held accountable for the Rate Plan Growth Guarantee and shortfall penalties, stipulated in 7.4.12(C), as determined at a rate plan's anniversary date.

2.3.13 Voice Over Internet Protocol - Public Switched Telephone Network Traffic

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(N)

This section applies to Voice over Internet Protocol - Public Switched Telephone Network (VOIP-PSTN) traffic that is exchanged in time division multiplexing format between the Telephone Company and the customer that originates and/or terminates in Internet Protocol format.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements

(T)

2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. The Telephone Company will notify the customer of a deposit requirement by Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice will start the day after the notice is sent by Overnight Delivery.

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company unless this successor is one with a proven history of late payments to the Telephone Company or does not have established credit. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which will remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth rate as that set forth in (B)(3)(b)(I) or in (B)(3)(b)(II), whichever is lower. The rate will be for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by The Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

(T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

(T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

(T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

(T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services, including, but not limited to, Maintenance of Service as set forth in 13.3.1 following, established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

In addition, Physical, SCOPE, and Virtual Collocated Interconnection Service rates set forth in Section 19 following may be billed over a twelve month period in twelve monthly installments. The following applies to installment billing plans for Collocated Interconnection:

- The Collocator must request installment billing with its application to establish, or augment, a Collocated Interconnection arrangement.
- The Collocator may elect to pay any unbilled charges before the expiration of the installment plan.
- More than one installment plan may be in effect for the same Collocator at the same time.
- If the Collocator disconnects service before the expiration of the plan period, all unbilled charges will be included in the next bill rendered.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements (Cont'd)

(T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- (1) For End User Access Service and Presubscription, the Telephone Company will establish a bill day each month for each end user account. Presubscribed Interexchange Carrier Charges (PICCs) will be billed on a monthly basis as set forth in Section 4.1.7 following. The Telephone Company will update its PICC information once a month. No prorating will be done in connection with PICC billing. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered.
- (2) For Service other than End User Access Service and Presubscription, the Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of any alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

(T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

- (3) (a) All bills dated as set forth in (2) preceding for service, other than End User Access Service and Presubscription, provided to the customer by the Telephone Company, are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, Christmas Day, and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

- (b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

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